BANGALORE ELECTRICTY SUPPLY COMPANY LIMITED

(Wholly owned by Govt of Karnataka undertaking)

Enquiry No: BESCOM/2024-25/SE0180 dated 26.08.2024

Providing Annual Maintenance Services for four numbers of Juniper firewalls installed at DAS Control Center, Rajajinagar, Bengaluru for a period of one year

SECTION-II

INSTRUCTION TO BIDDERS

Issued By

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A. INTRODUCTION

1. GENERAL INSTRUCTIONS

Bangalore Electricity Supply Company Limited, Bengaluru herein after called BESCOM /Owner will receive bids in respect of "Providing Annual Maintenance Services for four numbers of Juniper firewalls installed at DAS Control Center, Rajajinagar, Bengaluru for a period of one year". All bids shall be prepared and submitted in accordance with these instructions.

2. QUALIFYING REQUIREMENTS OF BIDDERS

The essential minimum qualifying requirements are as specified in Section I IFB Clause 4.

3. COST OF BIDDING

Bidder shall bear all costs and expenses associated with preparation and submission of its bids including pre-bid and post-bid discussions, technical and other presentations showcasing capabilities etc., and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

4. CONTENTS OF BIDDING DOCUMENTS

The services required, bidding procedures and Contract terms are prescribed in the Bidding Document. In addition to the Invitation to Bids, the Bidding Document is a compilation of the following Sections:

Bid Documents in the following format will be available in the portal
Section-I-IFB-Invitation for Bids
Section-II-ITB-Instructions to Bidders
Section-III-GCC-General Terms and Conditions of Contract
Section-IV-Annexures

5. UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself

as to all the conditions and matters, which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required in the Bid document or submission of a Bid not substantially responsive to the Bid document in every respect will be at the Bidder's risk and may result in the rejection of their bid.

6. CLARIFICATIONS ON BID DOCUMENTS

a) If the prospective Bidder finds discrepancies or omissions, in specifications and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request in writing for an interpretation/clarification to owner within the timelines specified in the tender schedule. The owner, then, will issue interpretation(s) and clarification(s) as he may think fit in writing. After receipt of such interpretation(s) and clarification(s), the Bidder may submit his bid but within the time and date as specified in the Invitation for Bids. All such interpretations and clarifications shall form a part of the Bidding Document & shall accompany Bidder's Proposal.

b) A prospective Bidder requiring any clarification on Bidding Document may notify the Owner in writing. Owner will respond in writing /upload in the website/issue corrigendum in the website/issue instructions in the website to any request for such clarification of the Bidding Document which it receives not later than date mentioned in the tender schedule.

c) Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to "The General Manager (DAS), BESCOM Integrated Control Centre-1, 24th main, 17th cross, Sector-2, HSR Layout, Bangalore-560102" on or before the date and time mentioned in the e-Procurement platform.

d) The queries shall be submitted **on or before 05-09-2024 11:00 hrs**. BESCOM reserves the right to add/modify/delete any portion of this document by issuing an amendment. The amendment will be issued in e-procurement portal and such amendment will be binding on the bidders.

e) Letters seeking clarifications received subsequent to the mentioned date will not be entertained. Interested Bidders may also submit online queries through the e-Procurement platform and need to mention their firm credentials along with online queries.

f) Verbal clarification and information given by owner or his employee(s) or his representative(s) shall not in any way be binding on owner.

7. AMENDMENT TO BIDDING DOCUMENTS

a) At any time prior to the deadline for submission of bids, owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document by amendment (s).

b) The amendment will be issued in e-procurement portal and such amendment will be binding on them.

c) In order to afford prospective Bidders reasonable time to bid taking the amendment into account in preparing their bids, owner may, at its discretion, extend the deadline for the submission of bids.

d) Such amendments, clarifications, etc., shall be binding on the Bidders and will be given due consideration by the Bidders while they submit their bids and invariably enclose such documents as a part of the bid.

C. PREPARATION OF BIDS

8. LANGUAGE OF BID

The bid and its correspondences, documents relating to the bid, exchanged by the Bidder & owner shall be written in *the English language*, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an English translation of its pertinent passages. Failure to comply with this may disqualify a bid. For purposes of interpretation of the bid, the English translation shall govern.

9. LOCAL CONDITIONS

a) It will be imperative on each Bidder to fully inform himself of all local conditions and factors, which may have any effect on the execution of

the Contract covered under these documents and specifications. Owner shall not entertain any request for clarifications from the Bidders, regarding such local conditions.

b) It must be understood and agreed that such factors have properly been investigated and considered while submitting the Proposals. No claim for financial adjustment to the Contract, awarded under these specifications and documents, will be entertained by the owner. Neither any change in the time schedule of the Contract nor any financial adjustments arising thereof shall be permitted by the Owner, which are based on the lack of such clear information or its effect on the cost of the Works to the Bidder.

10. TYPE OF TENDER

Tender is invited in two tender document system as below:

PART-I: TECHNO-COMMERCIAL BID

Techno commercial bid contains technical and commercial conditions of the tender.

The bidders shall read all technical particulars and commercial conditions carefully before uploading the same in the e-procurement portal. The relevant documents in support of meeting the eligibility criteria should be furnished in the techno-commercial bid. All self-declarations that are required to be uploaded shall be uploaded by the bidder as a single document in a Rs. 500/- stamp paper.

PART-II: PRICE BID

The price bid contains the price schedule. The Commercial offers must not contradict the technical offer in any way.

Price sheet shall be filled inclusive of all taxes and duties and to be uploaded in Financial bid through e-procurement mode only. Uploading the same in Technical Bid shall lead to disqualification

11. DOCUMENTS COMPRISING THE BID

Bid submitted by Bidder shall comprise the following documents and upload in e- procurement portal: Bid Form duly completed and signed by Bidder, together with all Attachments.

a) Price Schedules duly completed by Bidder.

b) The Bidder shall also submit documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Section I IFB document of Contract.

Bids containing any deviations will be considered as non-responsive.

12. BID PRICE

a) Bidder shall quote a lumpsum price inclusive of all the charges Providing Annual Maintenance Contract (AMC) for four juniper firewalls located at Rajajinagar Control Center for a period of one year inclusive of all taxes (as detailed in Scope of works). The amount quoted by the bidder or the amount as negotiated during the tender evaluation process will be considered on pro-rata basis during the extended period of six months, if requested by BESCOM.

b) Bidder will not be entitled for any other charges, allowances or weightages apart from the quoted rates.

c) This amount shall be paid to the Selected Bidder quarterly at the end of every quarter after services are delivered.

d) Any alteration in the rates etc., will not be allowed on any ground, such as mistake, misunderstanding etc., after the Bid has been submitted. If the firm becomes lowest Bidder by virtue of such rates quoted, and does not agree to supply at the quoted rates, the EMD of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

e) Bidder shall quote only in Indian Rupees. Bids in currencies other than INR would not be considered and the bid will be rejected forthwith.

f) Prices offered shall be on a fixed price basis inclusive of all taxes and should not be linked to foreign exchange or any other variable.

g) Prices offered should be inclusive of all deliverables mentioned in Section I IFB Clause 1.3 Scope of work.

13. PRICE BASIS

The price shall be on FIRM basis.

14. TAXES AND DUTIES

a) Prices quoted by bidder shall be inclusive of all applicable taxes & duties. No separate claim on this behalf shall be entertained by BESCOM either during contractual period or during extended period, if any.

b) The bidders have to quote GST and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. If no mention is made then prices quoted will be evaluated as inclusive of all taxes.

c) Successful Bidder is liable for all applicable taxes and duties etc. and maintain adequate books and records in connection with contract and shall make them available for inspection and audit by BESCOM or any agency authorized by BESCOM during the terms of contract until expiry of the performance guarantee.

d) Any such Taxes, Duties, Levies etc., not considered by Bidder but payable as applicable on the date of bidding shall be to Bidder's account and no separate claim on this behalf shall be entertained by BESCOM.

e) BESCOM will deduct Tax at Source as per applicable law from the proceeds payable to Contractor. BESCOM shall not bear any liability in this regard but shall issue necessary TDS Certificate in respect of such deductions made.

f) Applicable taxes shall be borne by bidder and not by BESCOM. Further, the tax to be remitted directly by BESCOM to the tax authorities as per the guidelines from Government of India will be deducted from the payables to the Firm.

g) With respect to Income Tax, Surcharge on Income Tax and any other

Corporate Tax, BESCOM shall not bear any Tax liability whatsoever. Bidder shall be liable and responsible for Payment of such Taxes as mandated under the provisions of the Indian Law.

h) Any changes in tax components/ structure shall be accommodated and adhered to by both parties as per the directions & directives mandated by Central/ State Government. In case there is any increase in taxes, same shall be borne by successful bidder and if in case the taxes are reduced the Successful Bidder shall avail the benefit and pass on to BESCOM.

i) Before quoting, Bidder shall ascertain from concerned Tax Authorities, the applicability of GST etc. and include the same in quoted price. No separate Claim in this regard will be entertained by BESCOM, as it is the responsibility of the bidder to pay all these Taxes.

j) No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier.

15. PERIOD OF VALIDITY OF BIDS

a) Bids shall remain valid for 180 days from the date of bid submission prescribed by owner unless otherwise specified in the Contract. A bid valid for a shorter period will be rejected as non-responsive.

b) In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including email). In such an event, Bid Security provided under Section I IFB Cause 1.7 shall also be extended by the same period as the extension in validity of bid. Bidder may refuse the request without becoming liable for forfeiture of their Bid Security. Bidder agreeing to extension will not be required or permitted to modify its Bid.

16. LAST DATE FOR SUBMISSION OF BIDS

The tender documents shall be submitted through e-procurement portal www.kppp.karnataka.gov.in on or before **16:00 Hrs of 13-09-2024.**

Proposals shall be received by BESCOM using unified e-Procurement platform of the BESCOM, no later than the time and date stipulated in the tender/e-procurement portal.

It will be in the interest of bidders to familiarize themselves with e-Procurement system to ensure smooth preparation and submission of tender documents, well in time.

Any Bid uploaded by bidder after the Time and Date fixed or extended for submission of Bids prescribed by BESCOM, will be rejected and not considered for evaluation.

D. SUBMISSION OF BIDS

17. MODIFICATION AND WITHDRAWAL OF BIDS

a) The Bid shall be submitted in electronic form only.

b) The Techno- Commercial Bid consists of following;

   i. Techno – Commercial Sheets

c) The Price Bid consists of Price Sheets only

d) A prospective Bidder, who wishes to submit the Technical-Commercial bid shall include the Bid security submitted through any of the four e-payment modes mentioned in the e-procurement Portal.

e) In addition, when submitting bids via the e-procurement portal, an e-procurement tender processing fee must be paid on the e-procurement portal www.kppp.karnataka.gov.in**.**

f) Bidder shall key in the Prices and other details in Price Sheets only in the e-procurement portal on or before the last date and time mentioned in the e-procurement portal.

g) All the documents shall be uploaded in the appropriate Schedules of Techno Commercial Sheets.

h) No modification or withdrawal of Bid shall be allowed after the dead line.

i) No bid shall be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by Bidder on the Bid Form. Withdrawal/modification of a bid

during this interval may result in the Bidder's forfeiture of its bid security.

18. DETAILS OF BIDDER

The Techno Commercial and Price Sheets must contain the Name, Address of Residence and Place of Business of the Persons or Persons making the Bid and the name of the Authorized Persons.

Bid by Partnership Enterprises must be furnished with Full Names of all Partners along with relevant documents indicating their partnership.

19. DEADLINE FOR SUBMISSION OF BIDS

The Owner may, at his discretion, extend this deadline for the submission of Bids by amending the Bidding Document, in which case all rights and obligations of the Owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Any Bid uploaded by bidder after the Time and Date fixed or extended for submission of Bids prescribed by BESCOM, will be rejected and not considered for evaluation.

E. BID OPENING AND EVALUATION

20. OPENING OF BIDS & PRELIMINARY EXAMINATION

a) The e-procurement system allows BESCOM to download and open the submitted bid files from bidders only after the time for opening the bids.

b) Opening of bids will be carried out as per the schedule notified in the e-procurement portal by General Manager (DAS).

c) The bids shall be examined to determine whether;

- They are complete
- The bidder satisfies the eligibility criteria
- The required sureties have been furnished

- They are complete and all supporting documents and annexure are filled;
- Documents have been properly signed.
- The bids are generally in order.

d) Bidder's representatives (up to 2 Persons) could choose to attend for opening of bids stipulated in the Notice Inviting Tender (NIT). In case any extension has been given thereto, Bidder's representatives (up to 2 Persons) can choose to attend on the extended Bid opening Date and Time. The Bidder's representatives who are present shall sign in a register evidencing their attendance. No electronic recording devices will be permitted during bid opening.

e) Price bids of all qualified technical responsive bidders shall be opened in presence of representatives (up to two per firm) of such bidders who choose to be present. Price bids of responsive bidders will be opened only after completion of successful technical evaluation.

f) Submitted bids must be readable through open standards interfaces. Unreadable and or partially submitted bid files shall be considered incomplete and rejected for further bid evaluation.

g) Owner may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

h) To assist in the examination, evaluation and comparison of bids, BESCOM may, at its discretion, ask the Bidder for clarification of their Bid. The request for clarification and response shall be in writing and no change in Price or Substance of the Bid shall be sought, Offered or permitted.

21. EVALUATION OF THE TENDERS

Techno – commercial evaluation

a) A substantially responsive bid shall be one, which confirms basically to all terms and conditions of the bidding documents without deviations.

b) The techno-commercial bids shall be evaluated generally on the following points but not restricted to the same:

- Qualifying Requirements
- Completeness of the offer to carry out all work as per requirement.
- Acceptance for payment terms & confirming to all terms and other commercial conditions etc., as specified in the terms and conditions of the bid.

Financial Evaluation

a) The financial evaluation shall be carried out for the bid which are qualified as techno-commercially responsive and valid.

b) The comparison shall be on the basis of total cost for complete scope of work which shall include all costs as well as duties, levies and taxes.

22. CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by BESCOM to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, BESCOM and/or his employees/ representatives on matters related to the Bids under consideration. BESCOM, if necessary, will obtain clarifications on the Bids by requesting for such information from any or all the Bidders, either in writing or through personal contacts as may be necessary. Bidders will not be permitted to change the substance of the Bids after the Bids have been opened.

23. NEGOTIATIONS

It is absolutely essential for the Bidder to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. AWARD OF CONTRACT

24. AWARD CRITERIA

BESCOM will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the bid with lowest quote, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

Notwithstanding the above, if it is found that the performance Vis – a - Vis works awarded to the Bidder by BESCOM is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its Bid at any stage of processing of the Bid.

25. RIGHT TO ACCEPT ANY BID & TO REJECT ANY OR ALL BIDS

BESCOM reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for BESCOM's action.

BESCOM shall be under no obligation to accept the highest scorer or any other offer received in response to this tender notice and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bidders or to listen to any representatives.

26. NOTIFICATION OF AWARD

Prior to the expiration of the period of Bid Validity / extended Validity Period, if any, BESCOM will notify the Successful Bidder in writing that their Bid has been accepted. The “Notification of Award/ Letter of Intent” shall constitute the formation of the Contract.

BESCOM will promptly notify each unsuccessful Bidder and will discharge respective Bid Security on the eProcurement platform

27. SIGNING OF CONTRACT

a) The owner notifies the successful Bidder that its bid has been accepted, issue a Letter of Intent (LOI).

b) Within 7 (Seven) days on receipt of the notification of Letter of Intent, the successful Bidder shall sign and date the same and return it to BESCOM along with its letter of acceptance.

c) Successful Bidder will prepare the Contract Agreement and Non-disclosure agreement as per the format that will be shared by BESCOM and the same will be signed by all parties within 15 (Fifteen) days of issue of Letter of Intent by BESCOM.

d) Successful Bidder shall observe all the formalities stipulated in the LOI within the stipulated period. In the event of the successful bidder failing to deposit such security within the prescribed date, the Earnest Money Deposit shall be forfeited and BESCOM shall have full discretion to cancel the LoI/Purchase Order.

e) BESCOM will issue a Detailed Work Award (DWA) to the successful bidder upon observing all the formalities stipulated in the LOI within the stipulated period.

28. TIME – THE ESSENCE OF CONTRACT

The Time and Date of Completion of the Contract as stipulated in the Contract by BESCOM without or with modifications, if any, and so incorporated in the Detailed Work Award (DWA), shall be deemed to be the essence of the Contract.

29. WORK SCHEDULE

a) The Contractor shall execute the work as detailed in the scope of work after the issuance of DWA.

b) The whole of the works together with any temporary works associated there with shall be carried out by the Contractor in a satisfactory and workmanship like manner with the materials and workmanship as specified to the entire satisfaction of the Engineer-in-charge, and in respect to work the decision of Engineer-in-charge will be final.

30. PAYMENT

a) The payment shall be made as specified in the General Conditions of the Contract (GCC).
b) All payments under the Contract shall be in Indian Rupees only.

31. PERFORMANCE BANK GUARANTEE.

Successful Bidder shall, within the time period stipulated in the LoI (Letter of Intent), provide a performance security in form of Performance Bank Guarantee (PBG) as per Format given in Section IV Annexure - issued by a Nationalized bank/Scheduled Commercial bank located in India for due performance of the successful Bidder

Performance Bank Guarantee shall be equal to 5% of the Contract Price. The Guarantee shall be valid till expiry of 90 (Sixty) days after the completion of the Contract period.

PBG shall be sent to us directly by the Banker. In the event of the Successful Bidder failing to deposit such security within the prescribed date, BESCOM shall have full discretion to cancel the LOI and black list the firm at the discretionary of BESCOM.

All charges what so ever such as premium, commission etc., with respect to the Performance Bank Guarantee shall be borne by the bidder.

The Performance Bank Guarantee shall be discharged/returned by BESCOM upon being satisfied that there has been no due in performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee (PBG).

In the event of the bidder being unable to service the contract for whatever reason, BESCOM shall have the right to invoke the PBG. BESCOM shall notify the Bidder in wxriting of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Bidder is in default.

BESCOM shall also be entitled to make recoveries from the Bidder bills, PBG or any other payment due, in case of any error/omission on bidder's part.

32. ADDITIONAL INFORMATION

For any technical support regarding e-procurement portal please contact e-procurement help desk;

Supports Timings: (9.00 am to 5:30pm)

Help Desk: +91-8046010000 +91-8068948777

Or

E-mail: support@eprochelpdesk.com

Sd/-
General Manager (Ele.,)
DAS, BESCOM.